

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Invitation to Bid**Solicitation Number: **NO3053**Due Date: **12/31/02 at 2:00 P.M.**

Date Sent: December 16, 2002

Goods and services to be

**PRINT READER SERVICE BROCHURES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah.          Yes_____ No_____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH**  
**DIVISION OF PURCHASING**

**Invitation to Bid**

**Solicitation Number: NO3053**

**Due Date: 12/31/02**

**Vendor Name:**

Item#	Qty	Unit	Description
001	100	M	PRINT READER SERVICE BROCHURES, PER THE ATTACHED SPECIFICATIONS.  \$ _____/M    \$ _____/TOTAL

**QUESTIONS ON SPECIFICATIONS CALL JANICE CARPENTER AT (801) 538-1378.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.

RX: 710 33000000004

**Ship To:**        **UTAH TRAVEL COUNCIL**  
**COUNCIL HALL/CAPITOL HILL**  
**SALT LAKE CITY UT 84114**

**FREIGHT CHARGES (if applicable)**

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground      Q LTL(Less than truck load)      Q Truckload      Q Air      Q Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42

**UTAH TRAVEL COUNCIL – BID #NO3053**

**PRINTING SPECIFICATIONS for READER SERVICES BROCHURE**

**ITEM #1:** **NEW READER SERVICES BROCHURE**

**QUANTITIES:** Quote quantities: 100M

**SIZE:** Flat: 22" X 8 1/2"  
Finish size: Folds to: 11" x 8 1/2" (Horizontal)  
12 pages, self-cover

**PAPER:** Centura Gloss: 80 lb. Cover **No Substitute**

**INK:** 4/c process, bleed plus flood gloss aqueous in line both sides for cover and 8 page inside. Then apply dull spot aqueous both sides on black backgrounds on all pages.

**FILM:** Disc & Fiery Proofs furnished to printer: January 5, 2003

**PRESS:** 5 Color press minimum. Must be sheet-fed—**NO Web printing.**

Pages are bleeds

Bluelines & Matchprints or printer's normal proofing for color match

**Please indicate in bid what will be provided**

**BINDERY WORK:** Saddle-stitched. Paper stock must score and fold with the grain.

**PACKAGING:** **Please Label Boxes: Reader Service Brochure**  
(Quantity listed)

**Must be packaged in containers not weighing over 35 lbs.**

**DELIVERY:** **\*Delivery no later than January 17, 2003**

- **Partial delivery prior to this date if possible**

Job delivered to: Utah Travel Council

Please call: Gerry Pond 538-1381 for delivery arrangements

---

**PRESS CHECKS:** Janice Carpenter/UTC and Chuck Elegante/Riester Robb/Harris & Love to present at all press checks and sign each approval. If an out of state printer is the successful bidder. Printer must pay for two people to travel to printer location for press checks including, travel, per diem and wages.

**OWNERSHIP:** All artwork, separations and negatives become the exclusive property of the Utah Travel Council and the State of Utah. All artwork, photographs and separations must be properly packaged and delivered to the Utah Travel Council within 5 working days following completion of job.

**PERFORMANCE:**

Successful printer will be required to furnish a 100% Performance Bond. Bidders acknowledge a 10% per day penalty for late delivery based on the total bid price. Following inspection of art by printer, printer must indicate in writing acceptance of bid specifications and delivery date.

**\*\*Note:** Purchase Order will not be given to successful printer until the Performance Bond is received at State Purchasing.

Finished product must meet Utah Travel Council's satisfaction as approved and signed by Janice Carpenter/Utah Travel Council and/or Chuck Elegante/Riester Robb/Harris & Love. Finished product must meet an equal level of excellence of Utah Travel Council publications as approved by the Utah Travel Council. Printer is absolutely prohibited from using any portion of the brochure for any purpose.

The Utah Travel Council will pay printer following delivery of entire job and after routine inspection by Utah Travel Council personnel.

All productions, stripping, printing, trimming, folding, binding and packaging must be performed on the printer's premises unless other arrangements are made with UTC.

**Contact:** Janice Carpenter at 801-538-1378 or  
Chuck Elegante/Reister Robb/Harris & Love at 801-350-0622